



# Idaho State Police

Service since 1939

COLONEL KEDRICK R. WILLS  
DIRECTOR



C. L. "BUTCH" OTTER  
GOVERNOR

ISP CONTRACT NUMBER ISP-18-063

## IDAHO CRIMINAL INTELLIGENCE CENTER ([IC]<sup>2</sup>) FUSION LIAISON OFFICER (FLO) COORDINATOR CONTRACT

THIS CONTRACT dated, 2nd day of January, 2018 is made between Idaho State Police, whose address is 700 South Stratford Drive, Meridian, Idaho, 83642, hereafter referred to as "ISP", AND Jeff Wudarcki, whose address is 7420 East Grey Lag Drive, Nampa, Idaho 83687, referred to as the "FLO Coordinator," "FLO Instructor," or "Contractor."

**1. AUTHORITY.** This contract is entered into pursuant to IDAHO CODE, Sections 67-2901(11) (f), 67-2906, 67-3605 and 67-3609. If there is a conflict between this Contract and the statutes applicable to ISP, the statutes shall control.

ISP through the Director is granted the authority to cooperate and exchange information with any other department or authority of the state or with other police forces, both within this state and outside it, and with federal agencies to achieve greater success in preventing and detecting crimes and apprehending criminals. This authority is found by reference in IDAHO CODE § 67-2906.

IN CONSIDERATION of the mutual covenants and agreements set forth below, the parties agree to the following:

**2. FLO COORDINATOR.** Under the terms of payment of this contract, the FLO Coordinator agrees to provide the following services for ISP in the following areas: Coordinator and Instructor

FLO Coordinator duties provided, but are not limited to:

1. Develop and implement a variety of programs, projects and activities to promote the Fusion Liaison Officer Program
2. Ability to establish and maintain effective communication and working relationships with first responders, ISP employees, health care representatives, private industry representatives, and the public.
3. Recruit, train, and maintain contact with Fusion Liaison Officers
4. Serve as representative of the Idaho State Police--Idaho Criminal Intelligence Center ([IC]<sup>2</sup>) before first responders, community groups, and businesses
5. Collaborate with other organizations to plan and develop programs and activities or improve coordination of existing services
6. Possess and develop knowledge of First Responders responsibilities and informational needs
7. Ability to present and teach for Fusion Liaison Officer's training and goals
8. Ability to use word processing and presentation software
9. Ensures compliance with [IC]<sup>2</sup> requirements and policies
10. Conduct needs assessments and meets with first responder leadership, health care provider management, and private entity management to identify needs and available resources

The FLO Coordinator shall follow ISP policy and procedures while conducting FLO Coordination and Instruction. The work of the FLO Coordinator shall be monitored and a review of contracted work shall be conducted periodically to ensure contract compliance.

The FLO Coordinator agrees that breach of this section will be considered default under section 10 of this contract.

**3. FLO COORDINATOR/INSTRUCTOR RESPONSIBILITIES AND PERFORMANCE.** Services shall be performed for ISP. The FLO Coordinator warrants that his/her services under this Contract shall be performed in an orderly, competent, confidential, and professional manner, and all documents/presentations/instruction material submitted to ISP shall be of high quality. The FLO Coordinator shall devote the time necessary for the orderly and timely conduct of the business of the department as described herein, but shall not by this agreement or the fee paid, be prevented or barred from taking other employment of a similar character, as long as that employment does not conflict with the interests of ISP.

The FLO Coordinator agrees that breach of this section will be considered default under section 10a of this contract.

**4. CONFIDENTIALITY.** The FLO Coordinator agrees to maintain as confidential all information provided by ISP or by parties contacted with respect to the services provided. Disclosure of any such information by the contractor to individuals or entities other than named agents of ISP shall be grounds for immediate termination of this agreement.

The FLO Coordinator agrees that breach of this section will be considered default under section 10a of this contract.

**5. NOTICE TO BE GIVEN BY FLO COORDINATOR.** The FLO Coordinator shall immediately notify ISP of any felony or misdemeanor criminal charges that name the FLO Coordinator as a defendant. Additionally, the FLO Coordinator may be subject to a background check, by ISP, upon the renewal of this contract.

The FLO Coordinator agrees that breach of this section will be considered default under section 10a of this contract.

**6. TERM OF CONTRACT.** The contract will begin January 2, 2018 and will end December 31, 2018, unless extended, in writing, by the parties or unless terminated earlier in accordance with this Contract; or unless the position is terminated due to re-designation of this position.

Sufficient appropriation. It is understood and agreed that ISP is a governmental agency and the contract shall in no way be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the federal government and state legislature as may exist from time to time. ISP reserves the right to terminate this contract if, in its sole judgment, the federal government or the legislature of the state of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for ISP to continue payments. Any such termination shall take effect on ten (10) days' prior notice and be otherwise effective as provided in this contract.

**7. PAYMENT.** The FLO Coordinator shall be paid at the rate per hour for respective services as follows:

Fusion Liaison Officer Coordinator	<u>\$27.00/hr.</u>
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The FLO Coordinator agrees to keep accurate time records. Payment will be made upon submission of invoices setting out a complete description of the work performed, enumerating appropriate charges during the invoice period, and showing the contract number. FLO Coordinator will work no more than eighty (80) hours a month. Total compensation for the term of this contract shall not exceed \$30,000.00.

**8. TRAVEL/TRAINING EXPENSE REIMBURSEMENT.** Contractor compensation and travel/training expenses are provided through federal grant funds awarded to ISP. ISP will pay travel/training costs upon prior written approval for the cost. Travel costs will be paid according to Federal guidelines as posted on the GSA website for Domestic Per Diem for out-of-state travel. Should grant funds expire or become depleted during the Contract period, this Contract will become null and void. FLO

Coordinator shall use his or her own credit card to advance pay travel/training expenses. FLO Coordinator shall present receipts and invoices to ISP for reimbursement of travel/training expenses.

For all other expenses, the FLO Coordinator must receive prior approval from ISP in order to obtain reimbursement.

**9. OWNERSHIP.** All information furnished to the FLO Coordinator for use pursuant to this Contract shall belong to ISP and shall be returned to ISP in good order upon completion of the Contract or upon ISP's request. All documents, reports, and any other data developed by the FLO Coordinator for ISP in the performance of this Contract shall become the property of ISP. ISP shall retain exclusive rights of ownership to all promotional, instructive, and/or curriculum materials and work produced by the FLO Coordinator under this Contract.

#### **10. INDEPENDENT CONTRACTOR**

a. The services to be rendered under this Contract are those of an independent contractor. ISP is interested only in the quality of service or services provided and the final results to be achieved; the conduct and control of the work may be directed by ISP policy or procedure, however, if necessary, The FLO Coordinator may use independent knowledge of legal and professional techniques as also needed.

b. The FLO Coordinator is not an officer, employee, or agent of ISP as those terms are used in IDAHO CODE § 6-902, et al, and is not entitled to any benefits provided by ISP to employees. Accordingly, the FLO Coordinator shall be solely and personally responsible for payment of all taxes including federal, state and local taxes arising out of the FLO Coordinator's activities in accordance with this contract, including but not limited to federal and state income taxes, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

c. FLO Coordinator shall maintain any applicable worker's compensation insurance as required by law and will provide certificate of same if requested.

d. The FLO Coordinator shall exonerate, defend, indemnify and hold ISP harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to the FLO Coordinator. ISP will not assume liability as an employer.

e. The FLO Coordinator specifically understands and agrees that in no event shall any official, officer, employee or agent of the state be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this agreement, express or implied.

#### **11. DEFAULT.**

a. For Cause: FLO Coordinator default occurs if the FLO Coordinator fails to perform any of the covenants or conditions of this Contract or the FLO Coordinator fails to perform the work so as to endanger performance of this Contract, and the FLO Coordinator does not cure such defects in performance within ten (10) days after receipt of written notice from ISP informing it of such defects in performance. If at the end of such cure period, the FLO Coordinator is still in default or noncompliance, then ISP may terminate this Contract. Upon such termination, ISP may pursue any and all legal, equitable and other remedies available to ISP. The FLO Coordinator shall be liable for any and all expenses that are incurred by ISP as a result of the default, including, but not limited to, the costs of procuring substitute performance, legal fees, and losses incurred due to default.

b. For Convenience: Either party may terminate this Contract for its convenience at any time upon ten (10) business days written notice and, upon such termination, ISP's sole obligation shall be to pay for services satisfactorily rendered to the date of such termination.

**12. HOLD HARMLESS.** The FLO Coordinator shall defend, indemnify and hold harmless ISP, the state of Idaho and its employees from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the FLO Coordinator, its employees, agents, or subcontractors under this Contract that

cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. FLO Coordinator shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State. In the event any suit, action, or other proceeding arises under the terms of this contract, or in connection with this or any other provisions of this contract, the parties shall be responsible for their own attorney's fees and other costs incurred in that action or proceeding, including any appeal thereof. The FLO Coordinator further acknowledges and agrees that he/she is an "independent contractor", as referenced in Idaho Code §6-902(4), and shall under no circumstances be entitled to defense or indemnification by the State of Idaho or ISP.

**13. VERIFICATION OF LAWFUL PRESENCE IN THE UNITED STATES.** Idaho Code 67-7903 requires the state agency to verify the lawful presence of the natural person in the United States who are receiving public benefits. Public benefits are defined to include contracts.

**14. ASSIGNMENT.** The FLO Coordinator may not assign or transfer any interest in this Contract or any claim arising hereunder without the prior written approval of ISP.

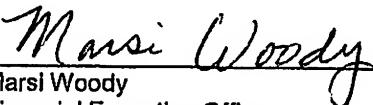
**15. GOVERNING LAW.** This Contract shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Contract shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this Contract is held to be invalid or unenforceable by a court, the remaining terms of this Contract will remain in force.

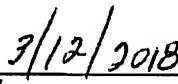
**16. SEVERABILITY.** The provisions of this contract are severable, and if any part of this contract is found to be unenforceable, the other provisions shall remain fully valid and enforceable.

**17. AMENDMENT OF CONTRACT.** Any amendments, changes or additions to this contract must be set forth in writing and signed by both parties.

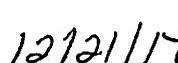
**18. DISPUTES.** In the event any suit, action, or other proceeding arises under the terms of this agreement, or in connection with this or any other provisions of this agreement, the parties shall be responsible for their own attorney's fees and other costs incurred in that action or proceeding, including any appeal thereof.

IN WITNESS WHEREOF, the parties now affix their signatures.

  
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Marci Woody  
Financial Executive Officer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeff Wudarck  
FLO Coordinator

  
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Date

